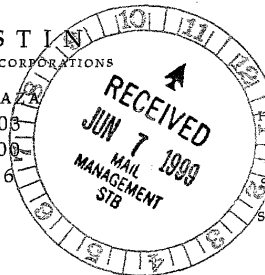


SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

DALLAS
LOS ANGELES
NEW YORK
WASHINGTON, D.C.

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312 853 7000
FACSIMILE 312 853 7036

FOUNDED 1866



WRITER'S DIRECT NUMBER
(312) 853-2060

WRITER'S E-MAIL ADDRESS
ggerstma@sidley.com

June 4, 1999

Surface Transportation Board
Office of the Secretary
1925 K Street Northwest, Suite 700
Washington, D.C. 20423
Attn: Taledia Stokes

RECORDATION NO. 18716-E FILED

MAY 28 '99 4-15 PM

Re: Release and Termination Agreement

Dear Secretary:

I have enclosed an original and one counterpart of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

This document is a Release and Transaction Agreement, a secondary document, dated the 20th day of May, 1999.

The primary document to which this secondary document is connected is recorded under Recordation No. 18716.

The names and addresses of the parties to the documents are as follows:

Lessor: Hero Leasing, Limited Partnership
c/o ML Leasing Equipment Corp.,
Project and Lease Finance Group
North Tower - 27th Floor
World Financial Center
250 Vesey Street
New York, New York 10281-1327

SIDLEY & AUSTIN

CHICAGO

Surface Transportation Board
Office of the Secretary
June 4, 1999
Page 2

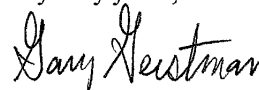
Lessee: Commonwealth Edison Company
37th Floor - East
One First National Plaza
10 South Dearborn Street
Chicago, IL 60603

A description of the equipment covered by the Release and Termination Agreement is as follows: Six (6) 121-Ton, Aluminum Rotary Dump Gondola "Coalporter" Cars bearing the following identification marks: CWEX 2562, CWEX 2625, CWEX 2633, CWEX 2648, CWEX 2653 and CWEX 2667.

A fee of \$26.00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to Gary Gerstman (attorney for Commonwealth Edison Company) at Sidley & Austin, One First National Plaza, Chicago, IL 60603.

A short summary of the document to appear in the index follows: Release and Termination Agreement dated May 20, 1999 covering six 121-ton, aluminum rotary dump gondola "coalporter" cars bearing the following marks: CWEX 2562, CWEX 2625, CWEX 2633, CWEX 2648, CWEX 2653 and CWEX 2667.

Very truly yours,



Gary D. Gerstman

Enclosures

RECORDATION NO. 18716-E

FILED

MAY 28 '99

4-15 PM

RELEASE AND TERMINATION AGREEMENT

THIS RELEASE AND TERMINATION AGREEMENT, dated May 20, 1999, between Hero Leasing, Limited Partnership, as Lessor ("Lessor"), and Commonwealth Edison Company, as Lessee ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have heretofore entered into a Lease Agreement dated as of February 1, 1994 and an amendment thereto dated as of March 8, 1994 (as so amended, the "Lease") (capitalized terms used herein without definitions having the respective meanings set forth in the Lease);

WHEREAS, in accordance with Section 15(c) of the Lease, Lessee on the Effective Date (as defined in paragraph 6 hereof) has paid to Lessor the Adjusted Acquisition Cost in respect of certain items of Equipment;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor and Lessee hereby agree as follows:

1. The items of Equipment subject to this Release and Termination Agreement (the "Railcars") are identified on Schedule 1 hereto. The parties hereto hereby agree to release the Railcars from the coverage of the Lease and any other documents recorded with a governmental body under Applicable Law.

2. Lessor acknowledges either compliance by Lessee with Section 15(c) of the Lease or hereby waives compliance by Lessee with Section 15(c) of the Lease; accordingly, Lessor agrees to sell, assign, transfer, convey and deliver unto Lessee, without recourse or warranty, all right, title and interest of Lessor in and to (a) the Railcars (including all appliances, parts, instruments, appurtenances, accessories, furnishings, and/or other equipment or property installed on or attached thereto) and all manufacturer's warranties relating thereto and (b) all other warranties and indemnities relating to the Railcars held by Lessor pursuant to that certain Bill of Sale dated February 16, 1994 delivered by Johnstown America Corporation to Lessor, by executing a Bill of Sale dated as of the Effective Date substantially in the form of Exhibit A hereto.

3. The Lessee shall record this Release and Termination Agreement with the United States Surface Transportation Board.

4. Each party hereto will, at Lessee's cost and expense, promptly and duly execute and deliver such further documents to, make such further assurances for and take such further action reasonably requested by any party hereto, all as may be

necessary to carry out more effectively the intent and purpose of this Release and Termination Agreement.

5. This Release and Termination Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

6. The parties hereto agree that this Release and Termination Agreement shall become effective on May 20, 1999 (the "Effective Date") upon Lessor's receipt of the Adjusted Acquisition Cost in respect of the Railcars.

7. THIS RELEASE AND TERMINATION AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY OR PERFORMANCE.

8. The Lessor's obligations hereunder are intended to be the obligations of the limited partnership and of the corporation which is the general partner thereof only and no recourse for the payment of any amount due under this Release and Termination Agreement or for any claim based thereon or otherwise in respect thereof shall be had against any limited partner of the Lessor or any incorporator, shareholder, officer, director or Affiliate, as such, past, present or future of such corporate general partner or of any corporate limited partner or of any successor corporation to such corporate general partner or any corporate limited partner of the Lessor or any subsidiary or Affiliate of any such direct or indirect parent corporation or any incorporator, shareholder, officer or director, as such, past, present or future, of any such parent or other subsidiary or Affiliate, it being understood that the Lessor is a limited partnership formed for the purpose of the transactions involved in and relating to this Lease in the express understanding aforesaid.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Release and Termination Agreement to be duly executed on the date and year set forth in the opening paragraph hereof, all of which shall become effective as of the 20th day of May, 1999 on the terms described in paragraph 6 hereof.

Lessor

HERO LEASING, LIMITED PARTNERSHIP
by Hero Capital, Inc., its General Partner

By: Jean M. Tomaselli
Name: Jean M. Tomaselli
Title: Vice President

Lessee

COMMONWEALTH EDISON COMPANY

By: _____
Name: Patricia L. Kampling
Title: Treasurer

SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

DALLAS
LOS ANGELES
NEW YORK

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312 853 7000
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WASHINGTON, D.C.
LONDON
SINGAPORE
TOKYO

WRITER'S DIRECT NUMBER
(312) 853-2060

WRITER'S E-MAIL ADDRESS
ggerstma@sidley.com

May 27, 1999

BY MESSENGER

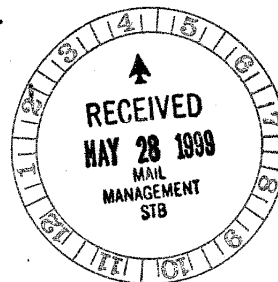
Surface Transportation Board
Office of the Secretary
1925 K Street N.W.
Washington, D.C. 20423

RECORDATION NO. **18716-E**

FILED

MAY 28 '99

4-15 PM



Re: Release and Termination Agreement

Ladies and Gentlemen:

Enclosed for filing and recordation is one original and ten copies of a Release and Termination Agreement dated May 20, 1999 between Hero Leasing, Limited Partnership, as Lessor, and Commonwealth Edison Company, as Lessee.

Please acknowledge receipt of this filing by time and date stamping the enclosed copy of this letter and returning it to the waiting messenger.

Very truly yours,

Gary D. Gerstman

Enclosure

STATE OF Illinois)
COUNTY OF Cook) ss.:

On this 20th day of May, 1999, before me personally appeared Pateicia L. Kampling, to me personally known, who, being by me duly sworn, says that she is Treasurer of Commonwealth Edison Company that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Connie A. Green
Notary Public

My Commission Expires: 12/4/00

(Notary Seal)



STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 20th day of May, 1999, before me personally appeared Jean M. Tomaselli, to me personally known, who, being by me duly sworn, says that she is Vice President of Heco Leasing Limited Partnership that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jane E. Sergi
Notary Public

My Commission Expires: 2001

(Notary Seal)

JANE E. REIDY *Sergi*
Notary Public, State of New York
No. 488596
Qualified in Westchester County
Term Expires March 30, 192001

SCHEDULE 1
to
Release and Termination Agreement

Item of Equipment No Longer Covered By the Lease, Unit Leasing Record, Security Agreement and Amendment No. 1 to the Lease Having Been Assigned Recordation Numbers 18716, 18716-A, 18716-B and 18716-D, Respectively:

121-Ton, Aluminum Rotary Dump Gondola
"Coalporter" Cars Bearing
The Following Identification Marks:

CWEX 2562
CWEX 2625
CWEX 2633
CWEX 2648
CWEX 2653
CWEX 2667

Exhibit A

BILL OF SALE

Pursuant to Section 15(c) of the Lease Agreement dated as of February 1, 1994 (as amended, the "Lease Agreement") between Hero Leasing, Limited Partnership, as lessor (the "Lessor"), and Commonwealth Edison Company, as lessee, for good and valuable consideration the receipt of which is hereby acknowledged, the Lessor does hereby sell, assign, transfer, convey and deliver unto Commonwealth Edison Company, "as-is" and "where-is", without recourse or warranty, all right, title and interest of the Lessor in and to (a) the equipment described on Schedule 1 hereto, including all appliances, parts, instruments, appurtenances, accessories, furnishings, and/or other equipment installed on or attached to such railcars (the "Equipment"), and all manufacture's warranties relating thereto and (b) all other warranties and indemnities relating to the Equipment held by the Lessor pursuant to that certain Bill of Sale dated February 16, 1994 delivered by Johnstown America Corporation to the Lessor (the "Other Property").

IN WITNESS WHEREOF, the Lessor has caused this Bill of Sale to be duly executed and delivered as of this 20th day of May, 1999.

HERO LEASING, LIMITED PARTNERSHIP
by Hero Capital, Inc., its General Partner

By: _____
Name
Title:

Schedule 1 to Bill of Sale

SCHEDULE OF EQUIPMENT TO BE DELIVERED

Items of Equipment

Car Numbers

Six 121-Ton, Aluminum-Sided,
Rotary Dump Gondola
"Coalporter" Cars

CWEX 2562, 2625, 2633, 2648, 2653
and 2667

IN WITNESS WHEREOF, Lessor and Lessee have caused this Release and Termination Agreement to be duly executed on the date and year set forth in the opening paragraph hereof, all of which shall become effective as of the 20th day of May, 1999 on the terms described in paragraph 6 hereof.

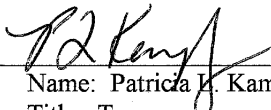
Lessor

HERO LEASING, LIMITED PARTNERSHIP
by Hero Capital, Inc., its General Partner

By: _____
Name: Jean M. Tomaselli
Title: Vice President

Lessee

COMMONWEALTH EDISON COMPANY

By:  _____
Name: Patricia H. Kampling
Title: Treasurer